

## MEMORANDUM OF AGREEMENT

City of College Station  
P. O. Box 9960  
College Station, Texas 77842

County: Brazos  
Highway No.: BS 6-R  
Location: From Dominik Dr.  
to FM 2818  
Project No.: 8017-1-47  
Parcel No.: 50

Dear Property Owner(s):

You have indicated a willingness to sign a deed for your property, which consists of 0.318 acre of land located on BS 6-R in Brazos County, Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$45,759.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions:

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvement(s) located on the above-described property, to wit:

### Concrete On-premise Sign

Grantors covenant and agree to remove the above described improvement(s) from said land by the 1<sup>st</sup> day of July, 2002, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvement(s) not so removed shall pass to and vest in the State of Texas forever.


Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this letter and the execution of the deed, the State will proceed with the issuance of a State warrant, which will be made out jointly to you and to University Title Company. This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,

  
Samuel L. Wilson  
Right of Way Administrator

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "Relocation Assistance". I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

City of College Station

Approved:


By: \_\_\_\_\_

\_\_\_\_\_  
Thomas E. Brymer, City Manager

Title: \_\_\_\_\_

\_\_\_\_\_  
Charles Cryan, Director of Financial Svc.

FEI: \_\_\_\_\_

  
\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

## SPECIAL WARRANTY DEED

THE STATE OF TEXAS }

COUNTY OF Brazos }

KNOW ALL MEN BY THESE PRESENTS:

That, City of College Station

of the County of Brazos, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten and 00/100 ----- Dollars (\$ 10.00 ) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas all that certain tract or parcel of land in Brazos County, Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

**SAVE and EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A," to wit: Concrete On-premise Sign

Grantors covenant and agree to remove the above-described improvements from said land by the 1<sup>st</sup> day of July, 20 02, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur and other minerals in and under said land but waive any and all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the above described property and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of the State to take and use without additional compensation any water, stone, earth, gravel, caliche, iron ore gravel or any other road building materials upon, in and under said land for the construction and maintenance of the State Highway System of Texas.

**The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal eminent domain proceedings and the added expenses of litigation.**

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises therein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

City of College Station

By:

**Title:** \_\_\_\_\_

## ACKNOWLEDGMENT

**THE STATE OF TEXAS,** }  
COUNTY OF Brazos }

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
as \_\_\_\_\_ of the City of College Station .

Notary Public, State of Texas

My commission expires:

## CORPORATE ACKNOWLEDGMENT

**THE STATE OF TEXAS,**                                 }  
COUNTY OF \_\_\_\_\_ }

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public, State of Texas

My commission expires:

Approved As To Form

Rovanne Kemick

City Attorney

## EXHIBIT "A" Page 1 of 4 Pages

CSJ: 0050-01-060  
County: Brazos  
Project: BS 6-R  
Account: 8017-01-47

## FIELD NOTES FOR PARCEL 50

Being 0.129 hectare (13865 square feet) of land, more or less, in the M. Rector League, Abstract No. 46, Brazos County, Texas, being part of and out of that certain 20.24 acre tract of land conveyed from C.I. Miller and wife, Ona N. Miller to the City of College Station, by deed dated October 7, 1976, and recorded in the Deed Records of Brazos County in Volume 363, Page 32; said 0.129 hectare of land being more particularly described by metes and bounds as follows:

COMMENCING at a 16 mm (5/8 inch) iron rod found for the most easterly corner of that certain 5.79 acre tract of land conveyed to James O. Freeman and wife, Ruby K. Freeman, by deed dated August 26, 1965, and recorded in the Deed Records of Brazos County, in Volume 249, Page 205, and in a deed dated February 14, 1992, recorded in the Official Records of Brazos County, in Volume 1428, Page 115, and under County Clerk's File No. 483182, and also being in the northwesterly right of way line W. King Cole Drive, also known as Police Station Drive, (unrecorded) based on a width of 18.288 meters (60.00 feet), thence as follows:

South 42°09'35" West, along the southeast line of said 5.79 acres and the northwesterly right of way line of W. King Cole Drive, a distance of 129.198 meters (423.88 feet) to a TxDOT brass disk on a 16mm (5/8 inch) iron rod set for the most easterly cutback corner at the intersection with the proposed northeasterly right of way line of BS 6-R, width varies;

South 49°16'46" East, a distance 18.294 meters (60.02 feet) to a TxDOT brass disk on a 16mm (5/8 inch) iron rod set for the most northerly cutback corner at the intersection of the southeasterly right of way line of W. King Cole Drive and the proposed northeasterly right of way line of BS 6-R, and being the POINT OF BEGINNING of the herein described parcel having surface coordinates of X = 1086421.454 and Y = 3111222.278 (All bearings and coordinates are based on the Texas State Plane Coordinate

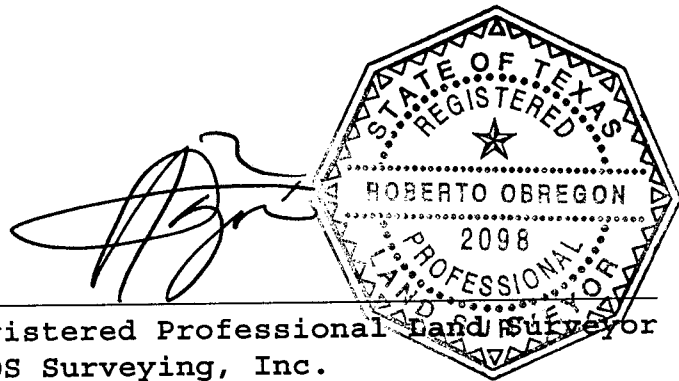
## EXHIBIT "A" Page 2 of 4 Pages

System, Central Zone, NAD 1927, coordinates are converted to metric and provided by TxDOT. All distances and coordinates shown are surface, and may be converted to grid by multiplying by a combined adjustment factor of 0.99988), and having a station of 22+449.674, and an offset of 28.700 meters (94.16 feet) left of the proposed baseline of BS 6-R.

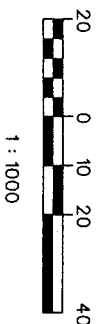
1. THENCE, SOUTH 04°24'37" East, along a cutback line of the proposed northeasterly right of way line of BS 6-R, a distance of 6.794 meters (22.29 feet) to a TxDOT brass disk on a 16mm (5/8 inch) iron rod set for the most southerly cutback corner of the proposed northeasterly right of way line of BS 6-R;
2. THENCE, SOUTH 48°10'59" East, along the proposed northeasterly right of way line of BS 6-R, a distance of 93.545 meters (306.91 feet) to a TxDOT brass disk on a 16mm (5/8 inch) iron rod set for an angle point;
3. THENCE, SOUTH 86°50'35" East, continuing along the proposed northeasterly right of way line of BS 6-R, a distance of 22.411 meters (73.52 feet) to a 16mm (5/8 inch) iron rod with aluminum TxDOT disk set for an angle point;
4. THENCE, SOUTH 48°10'59" East, continuing along the proposed northeasterly right of way line of BS 6-R, a distance of 11.287 meters (37.03 feet) to a 16mm (5/8 inch) iron rod with aluminum TxDOT disk set in the northwesterly line of a 9.465 acre tract of land as conveyed to LJR Properties, Ltd., in deed dated June 14, 1993, and recorded in the Official Records of Brazos County, in Volume 1848, Page 179, and under County Clerk's File No. 526200, and having a station of 22+577.000, and an offset of 38.000 meters (124.67 feet) left of the proposed baseline of BS 6-R;
5. THENCE, SOUTH 50°04'27" West, along the northwesterly line of said 9.465 acre tract, a distance of 21.930 meters (71.95 feet) to the existing northeasterly right of way line of BS-6, width varies recorded in the Deed Records of Brazos County in Volume 310, Page 687;

EXHIBIT "A" Page 3 of 4 Pages

6. THENCE, NORTH 48°33'27" West, along the existing northeasterly right of way line of BS 6-R, a distance of 124.169 meters (407.38 feet) to the intersection with the southeasterly right of way line of W. King Cole Drive;
7. THENCE, NORTH 42°09'35" East, along the southeasterly right of way line of W. King Cole Drive, a distance of 13.214 meters (43.35 feet) to the POINT OF BEGINNING and containing 0.129 hectare (13865 square feet) of land, more or less. A plat of even date accompanies this field note description.



Registered Professional Land Surveyor  
RODS Surveying, Inc.  
Dwg. No. 96005-023\PAR50.DGN



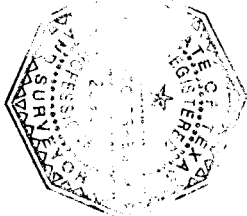
BS 6-R (Width Varies)  
VOL. 310, PG. 687 D.R.B.C.

REVISÉD: JANUARY, 1999 INCREASED TAKING

Parcel No. 50

**SCALE: 1 : 1000**

- 



**NOT TO SCALE**



After recording please return this instrument to:

Parcel No.	50
County	Brazos
Highway No.	BS 6-R
Control	0050
Sec.	01
Job	065
Account or Federal No.	
From:	Dominik Dr.
To:	FM 2818

DEED

City of College Station	Grantors
TO	
THE STATE OF TEXAS	
AUSTIN, TEXAS	

Filed for Record
This day of ,
A.D. 20 , at o'clock M.
Recorded
This day of ,
A.D. 20 , in
County, Texas, Records of Deeds,
Book Page
Other
By County Clerk
Deputy

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, }  
COUNTY OF \_\_\_\_\_ }



# SALE TO TXDOT



Notice:  
This set of data has been prepared for the use of the City and its employees and has no official status.  
It is not to be used for any other purpose without the express written consent of the City of College Station.  
Any party using the data does so at their own risk. The data is produced pursuant to the Texas Public Information Act.